

NO. 2019-50836

COKINOS YOUNG, A	§	IN THE DISTRICT COURT
PROFESSIONAL CORPORATION,	§	
	§	
V.	§	HARRIS COUNTY, TEXAS
	§	
BRITTANY O'BRIEN,	§	113TH DISTRICT COURT

DEFENDANT BRITTANY O'BRIEN'S ORIGINAL COUNTERCLAIM

COMES NOW, BRITTANY O'BRIEN filing her Original Counterclaim respectfully showing the Court as follows:

1. Counter-Plaintiff Brittany O'Brien is an individual residing in Harris County, Texas.
2. Counter-Defendant Cokinos Young, PC, ("Cokinos Young" or "Counter-Defendant") is a professional corporation with its principal place of business in Harris County, Texas. It has appeared in this action through counsel therefore service of this Counterclaim can be effectuated through Rule 21.
3. O'Brien was employed by Cokinos Young as the Director of Client and External Relations from 2016 until her resignation on July 16, 2019.
4. During her employment O'Brien was not party to a non-competition agreement but was party to a confidentiality agreement. Prior to O'Brien's resignation from her "at will" position, Cokinos Young went to great efforts to try to entice her into signing a non-competition agreement when it realized that she had opportunities to work for different employers. The proposed non-competition agreements that Cokinos Young persuaded her to sign were so restrictive and intrusive that O'Brien could no longer trust her employer to treat her fairly and had no further desire to be employed. She exercised her right to resign.
5. Upon her resignation, the principals of Cokinos Young, namely its Managing Partner, Gregory Cokinos, became so enraged that he became determined to do anything he could possibly

do to inhibit O'Brien's chances of obtaining subsequent employment. Cokinos knew that O'Brien was well respected in the construction law community with both competing law firms and companies in the construction business that she would easily become employed with an entity that Cokinos and Cokinos Young did not want her to be employed by.

6. Because Cokinos Young was well aware of the fact that O'Brien didn't have a non-competition agreement that would prevent her from becoming subsequently employed, it desperately concocted a frivolous scheme to ensure that nobody in the industry, law firms or construction firms would hire her.

7. It filed the instant lawsuit falsely accusing O'Brien of misappropriating what Cokinos Young referred to as confidential and proprietary information, namely its confidential client data base. It even went so far as to have one of its employees, the person who O'Brien trained and ultimately assumed her position after her resignation, falsely state in a Declaration to the Court used in support of its request for a Temporary Restraining Order, that O'Brien copied material from Cokinos Young's computer network to use it against them. Nothing could be farther from the truth as O'Brien did not misappropriate anything from Cokinos Young.

8. Cokinos Young also falsely alleged that O'Brien kept telephone numbers and other contact information from its clients in her cell phone. During the course of her employment with Cokinos Young, O'Brien was specifically authorized to use her personal cell phone (she wasn't even assigned a firm owned cell phone) for business purposes. Clients of the firm would regularly contact her using this personal cell phone so inherently their contact information would reside in her phone.

9. After leaving Cokinos Young, O'Brien made no proactive effort to contact any of its clients. Because word spread through the tight community that composed Cokinos Young's

clients, most of which parcel its business around the many well qualified firms that handle construction law matters for its clients, people in her contact bank proactively reached out to her.

10. Cokinos Young was driven to make sure that it would do everything in its power to ensure that O'Brien would have a rough ride to re-employment. Being a well-respected law firm, it knew that no competing firm would touch her if she was involved in litigation, for fear that if it subsequently hired O'Brien, the firm that hired her would be drug into frivolous and costly litigation.

11. To accomplish its goal, Cokinos Young initiated this lawsuit and obtained a Temporary Restraining Order ("TRO"). The TRO doesn't restrain much because nothing that she was prevented from doing was anything that she was doing anyway but the fact that a lawsuit is on file is discouraging potential employers, who would welcome the opportunity to hire her, to "stand on the sidelines," until the conclusion of the litigation. Essentially, Cokinos Young got the non-compete that O'Brien would not consent to. By doing this, Cokinos Young has tortuously interfered with O'Brien's prospective employment relationships.

12. Cokinos Young has brought the frivolous claim of violation of a confidentiality agreement in an effort to tortuously interfere with O'Brien's efforts to secure alternate employment causing damages in the form of loss of income and attorney's fees in an amount in excess of the minimum jurisdictional limits of the court.

13. Pursuant to Rule 47 (c) (4), Counter Plaintiff is claiming damages in an amount of more than \$200,000.00 and less than \$1,000,000.00.

WHEREFORE PREMESIS CONSIDERED, Brittany O'Brien requests that Counter Defendant Cokinos Young be cited to appear and answer herein, and then on final hearing, Brittany O'Brien have judgment as follows:

- a. Judgment against Cokinos Young for actual damages sustained by Plaintiff as alleged herein;
- b. Pre-judgment interest at the highest legal rate;
- c. Post-judgment interest at the highest legal rate until paid;
- d. Compensatory damages;
- e. Attorney's fees;
- f. All costs of court expended herein;

Such other and further relief, at law or in equity, general or special to which Brittany O'Brien may show herself to be justly entitled.

Respectfully Submitted,

/s/ Gregg M. Rosenberg
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Attorney-in-Charge for Defendants-
Counter Plaintiff

OF COUNSEL:
ROSENBERG & SPROVACH

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument has been served upon the following counsel on this 7th day of August 2019.

John Zavistanos
Joseph Y. Ahmad
Kelsi White
1221 McKinney Street, Suite 2500
Houston, Texas 77010

/s/ **Gregg M. Rosenberg**
Gregg M. Rosenberg

Unofficial Copy Office of Marilyn Burgess District Clerk